

<i>SERFF Tracking Number:</i>	<i>STLR-125357125</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Manufacturers Alliance Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-0708-AR124</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>07-0708-AR124</i>		
<i>Project Name/Number:</i>	<i>Independent Forms/07-0708-AR124</i>		

## Filing at a Glance

Companies: Manufacturers Alliance Insurance Company, Pennsylvania Manufacturers' Association Insurance Company, Pennsylvania Manufacturers Indemnity Company

Product Name: 07-0708-AR124	SERFF Tr Num: STLR-125357125	State: Arkansas
TOI: 17.2 Other Liability - Occurrence Only	SERFF Status: Closed	State Tr Num: EFT \$50
Sub-TOI: 17.2001 Commercial General Liability Co	Tr Num: 07-0708-AR124	State Status: Fees verified and received
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding
	Author: Katherine Watts	Disposition Date: 11/26/2007
	Date Submitted: 11/14/2007	Disposition Status: Approved
Effective Date Requested (New): 01/01/2008		Effective Date (New):
Effective Date Requested (Renewal): 01/01/2008		Effective Date (Renewal):

## General Information

Project Name: Independent Forms	Status of Filing in Domicile: Pending
Project Number: 07-0708-AR124	Domicile Status Comments:
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 11/26/2007	
State Status Changed: 11/26/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

The PMA Insurance Group is filing additional forms and companion rules revisions. These associated forms and rules continue to be used in conjunction with the standard Insurance Services Organizations (ISO) Commercial General Liability Program. The following points summarize our proposed filing:

### REVISED FORM:

The following endorsement is included for your review. The latest edition for the following form is 08 07.

Printers Errors and Omissions Liability Coverage Form – PGL 20 10

SERFF Tracking Number: STLR-125357125 State: Arkansas  
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Correction of work coverage option is now included within this coverage form as well as some minor formatting and editorial revisions.

## NEW FORMS:

### Janitorial Services – Property Damage Amendment – PGL 40 81

This endorsement increases the Property Damage Liability aggregate limit to \$1,000,000 for janitorial services risks only.

### Janitorial Services – Theft Legal Liability – PGL 40 82

This endorsement broadens the legal liability coverage for theft to include robbery, burglary, theft or mysterious disappearance of tangible property for janitorial services risks only.

### Janitorial Services – Limited Pollution Amendment, PGL 40 84

This endorsement broadens the pollution coverage provided for janitorial services risks only.

### Mental Injury – PGL 40 86

This endorsement broadens the bodily injury definition to include mental injury.

## REVISED RULES:

Enclosed for your review are revised company exception pages, CG-CW-E-1 to CG-CW-E-7 (Edition 11.07).

This filing is applicable to all policies effective on or after January 1, 2008.

## Company and Contact

### Filing Contact Information

Katherine Watts, Regulatory Analyst  
380 Sentry Parkway  
Blue Bell, PA 19422-0754

Katherine\_Watts@pmagroup.com  
(610) 397-5328 [Phone]  
(610) 397-5100[FAX]

### Filing Company Information

SERFF Tracking Number:	STLR-125357125	State:	Arkansas
First Filing Company:	Manufacturers Alliance Insurance Company, ...	State Tracking Number:	EFT \$50
Company Tracking Number:	07-0708-AR124		
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Product Name:	07-0708-AR124		
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Manufacturers Alliance Insurance Company	CoCode: 36897	State of Domicile: Pennsylvania
380 Sentry Parkway	Group Code: 767	Company Type:
P. O. Box 3031		
Blue Bell, PA 19422-0754	Group Name:	State ID Number:
(610) 397-5462 ext. [Phone]	FEIN Number: 23-2086596	

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Pennsylvania Manufacturers' Association	CoCode: 12262	State of Domicile: Pennsylvania
Insurance Company		
380 Sentry Parkway	Group Code: 767	Company Type:
P. O. Box 3031		
Blue Bell, PA 19422-0754	Group Name:	State ID Number:
(610) 397-5462 ext. [Phone]	FEIN Number: 23-1642962	

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Pennsylvania Manufacturers Indemnity	CoCode: 41424	State of Domicile: Pennsylvania
Company		
380 Sentry Parkway	Group Code: 767	Company Type:
P. O. Box 3031		
Blue Bell, PA 19422-0754	Group Name:	State ID Number:
(610) 397-5462 ext. [Phone]	FEIN Number: 23-2217934	

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SERFF Tracking Number: STLR-125357125 State: Arkansas

First Filing Company: Manufacturers Alliance Insurance Company, ... State Tracking Number: EFT \$50

Company Tracking Number: 07-0708-AR124

TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability

Product Name: 07-0708-AR124

Project Name/Number: Independent Forms/07-0708-AR124

## Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50. per form filing

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Pennsylvania Manufacturers' Association Insurance Company	\$0.00	11/14/2007	
Manufacturers Alliance Insurance Company	\$0.00	11/14/2007	
Pennsylvania Manufacturers Indemnity Company	\$16.00	11/14/2007	16638712
Manufacturers Alliance Insurance Company	\$17.00	11/14/2007	16645387
Manufacturers Alliance Insurance Company	\$17.00	11/14/2007	16645392

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	11/26/2007	11/26/2007

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## Disposition

Disposition Date: 11/26/2007

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

### Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: STLR-125357125 State: Arkansas

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter & Filing Memo	Approved	Yes
Supporting Document	Compliance Certificate	Approved	Yes
Form	Printer's Errors and Omissions Liability Coverage Form	Approved	Yes
Form	Janitorial Services - Property Damage Amendment	Approved	Yes
Form	Janitorial Services - Theft Legal Liability	Approved	Yes
Form	Janitorial Services - Limited Pollution Amendment	Approved	Yes
Form	Mental Injury	Approved	Yes

SERFF Tracking Number: STLR-125357125 State: Arkansas

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Product Name: 07-0708-AR124

Project Name/Number: Independent Forms/07-0708-AR124

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Printer's Errors and Omissions Liability Coverage Form	PGL 20 10	1008 07	Policy/Coverage Replaced Form	Replaced Form #:0.00 PGL 20 10 10 94 Previous Filing #:	0.00	PGL 20 10 Printers Errors and Omissions Liability Coverage....pdf
Approved	Janitorial Services - Property Damage Amendment	PGL 40 81	1008 07	Endorsement/New Amendment/Conditions		0.00	PGL 40 81 Janitorial Services - Property Damage.pdf
Approved	Janitorial Services - Theft Legal Liability	PGL 40 82	1008 07	Endorsement/New Amendment/Conditions		0.00	PGL 40 82 Janitorial Services - Theft Legal Liability.pdf
Approved	Janitorial Services - Limited Pollution Amendment	PGL 40 84	1008 07	Endorsement/New Amendment/Conditions		0.00	PGL 40 84 Janitorial Services - Limited Pollution.pdf
Approved	Mental Injury	PGL 40 86	1008 07	Endorsement/New Amendment/Conditions		0.00	PGL 40 86 Mental Injury.pdf



# PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM

## SCHEDULE

### LIMITS OF INSURANCE

AGGREGATE LIMIT \_\_\_\_\_  
EACH CLAIM LIMIT \_\_\_\_\_

OPTIONAL COVERAGE: CORRECTION OF WORK: ☐ Applies ☐ Does not Apply

### EACH CLAIM DEDUCTIBLE

Deductible Amount \_\_\_\_\_ Each Claim \_\_\_\_\_

POLICY NUMBER

POLICY PERIOD

to

(Information required to complete this SCHEDULE, if not shown on this endorsement, will be shown in the Declarations.)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II -- Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V -- Definitions

## SECTION I – COVERAGES

### PRINTERS ERRORS AND OMISSIONS LIABILITY

#### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" because of a negligent act, error or omission committed by or on behalf of the insured in the performance or failure to perform "printing services." We have a right and duty to defend any claim or "suit" seeking those "damages" to which this insurance applies, but:

- (1) The amount we will pay for "damages" is limited as described in Section III – Limits Of Insurance; and

- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this coverage.

No other obligation or liability to pay sums or perform negligent acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This coverage applies to "damages" only if caused by a negligent act error, or omission committed in the "coverage territory" and which takes place during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury," "property damage," or "personal and advertising injury" or any consequential injury resulting from any of the foregoing.

### b. Contractual Liability

Liability for which the insured is obligated to pay as "damages" by reason of the assumption of liability in a contract or agreement. But this exclusion does not apply to liability for "damages" that the insured would have in the absence of the contract or agreement.

### c. Statute Or Ordinance

"Damages" arising out of willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.

### d. Intentional Loss

"Damages" expected or intended from the standpoint of the insured.

### e. Physical Defects

Liability for the cost of recovery, shipment or reprinting caused by a physical defect in printing or publishing matter, if the defect makes the printed matter unusable.

### f. Correction Of Work

The cost of services performed to correct deficiencies in the original services performed for others. However, this exclusion does not apply if the SCHEDULE above shows that OPTIONAL COVERAGE - CORRECTION OF WORK applies. Coverage for correction of work does not include loss of profit.

### h. Warranties or Breach of Contract

Any breach of any contract, guarantee or express warranty including but not limited to:

- (1) Cost estimates or cost guarantees being exceeded; or
- (2) Any delay or default by or on behalf of the insured with respect to the performance of any contract or agreement.

Paragraph (2) does not apply if the default or delay is the result of a negligent act, error or omission in the performance of "printing services" by or for you.

### i. Games Of Chance

Liability arising out of, or in connection with: printed material for lotteries, raffles or other games of chance.

### j. Insurance

"Damages" or any obligation of any insured under:

- (1) Workers' compensation or similar law;
- (2) Disability benefits;
- (3) Unemployment compensation;
- (4) Employment practice; or
- (5) Business suretyship or bond

including failure to advise, require or obtain, insurance coverage for any of the foregoing.

### k. Pollution

- (1) "Damages" arising in whole or in part out of arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" into or upon land, the atmosphere or any watercourse or body of water; or

- (2) Loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

### l. Intellectual Property and Unfair Trade

"Damages" arising out of:

- (1) Price fixing, restraint of trade, unfair trade or violation of any antitrust law;
- (2) Infringement of copyright, title, slogan, patent, trademark, trade dress, trade name, service mark, service name or other designation of origin or authenticity; or
- (3) Theft or infringement of any other intellectual property.

### m. Claims By Any Insured Against Any Other Insured

Any claim by any insured against another insured.

### n. Dishonesty

Personal profit or advantage to which the insured was not legally entitled.

**o. Bankruptcy, Insolvency Or Services Not Performed**

A claim arising out of :

- (1) The bankruptcy or insolvency of the insured or any other firm, person or, organization; or
- (2) Any obligation to repay monies paid or allegedly paid to you for "printing services" not performed.

**p. Customer Faith or Approval**

Cost or expense incurred solely to retain customer faith or approval for "printing services."

**3. SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any claim or "suit" we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance.
- c. All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off work.
- d. All cost taxed against the insured in the "suit."
- e. Prejudgment interest awarded against the insured on the part of judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any judgment interest based on that period of time after the offer.
- f. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, afforded to pay or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**SECTION II – WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

**2. Each of the following is also an insured:**

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company) but only for negligent acts, errors or omissions committed within the scope of their employment by you or while performing duties related to the conduct of your business.
- b. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

**3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:**

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to "damages" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III – LIMITS OF INSURANCE**

**1. The Limits of Insurance shown in the SCHEDULE and the rules below fix the most we will pay regardless of the number of:**

- a. Insureds;
- b. Claims made or "suits" brought; or

- c. Persons or organizations making claims or bringing "suits".
- 2. The Aggregate Limit shown In the SCHEDULE is the most we will pay for the sum of all "damages" to which the policy applies.
- 3. Subject to 2. above, the Each Claim Limit is the most we will pay for the sum of all "damages" because of any one claim. Two or more claims arising out of a single negligent act, error or omission or a series of related negligent acts, errors or omissions shall be considered one claim. Any such claim, whenever made and reported to us, shall be subject to:
  - a. The Each Claim Limit; and
  - b. The Each Claim Deductibleshown in the SCHEDULE.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the SCHEDULE, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – PRINTERS ERRORS AND OMISSIONS CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In the Event of Negligent Act, Error or Omission, Claim or Suit**

- a. You must see to it that we are notified promptly of any negligent act, error or omission that may result in a claim. Notice should include:
  - (1) How, when and where the "damages" took place; and
  - (2) The names and addresses of any injured persons or organizations and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit".
- c. You and any other invoked insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit",
  - (2) Authorize us to obtain records and other information;

- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit"; and

- (4) Assist us, upon request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or 'damage' to which this insurance may also apply.

- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for "damages" that are not payable under the terms of this Coverage Part or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

##### **4. Other Insurance**

If other valid and collectible insurance is available for any "damages" to the insured for a loss we cover under this Printers Errors And Omissions Liability Coverage Part, our obligations are limited as follows:

This insurance is excess over any other insurance, whether primary, excess, contingent or on any other basis, except when purchased specifically to apply in excess of this insurance.

##### **5. Premium Audit**

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## 6. Representations

By accepting this policy, you agree:

- a. The statements in the SCHEDULE are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

## 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 10. Deductible

Our obligation to pay "damages" on your behalf applies to the amount of "damages" in excess of the Each Claim Deductible set forth in the SCHEDULE.

- a. The terms of this Coverage Part, including those regarding our rights and duties to defend any claim or "suit" because of "damages", and your duties in the event of a claim or "suit" apply irrespective of the deductible amount.

- b. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## SECTION V – DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

- 3. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the "damages" arise out of:
  - (1) "Printing services" which you negligently performed or failed to perform in the territory described in Paragraph a. above;
  - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
  - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay "damages" is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

- 4. "Damages" means economic loss. "Damages" do not include exemplary or punitive damages, injunctive relief, and the cost of compliance with injunctive relief, fines or penalties.

5. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
8. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
9. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
10. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
11. "Printing services" means your services to produce or reproduce a product in printed form.
12. "Property damage" means:
  - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
  - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.
  - c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data."But "property damage" does not include personal property of others in the care, custody or control of the insured for the purpose of having "printing services" performed on such property by or on behalf of the insured.
13. "Suit" means a civil proceeding in which "damages" because of a negligent act, error or omission in the performance or failure to perform "printing services" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.
14. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## JANITORIAL SERVICES – PROPERTY DAMAGE AMENDMENT

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### Schedule

**Limit of Liability**

\$ 1,000,000 Aggregate Limit for Janitorial Services – Property Damage Amendment

**A. Exclusion j.(3).** of Paragraph 2., **Exclusions of Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability** is amended as follows:

(3) Property loaned to you, except that property loaned to you while being used in the performance of your janitorial services;

**B. Exclusion j.(4).** of Paragraph 2., **Exclusions of Section I – Coverages Coverage A - Bodily Injury And Property Damage Liability** is amended as follows:

(4) Personal property in the care, custody or control of the insured but this exclusion does not apply when the insured is acting within the scope of duties in your janitorial services;

**C.** The following is added to exclusion **Exclusion j.** of Paragraph 2., **Exclusions of Section I – Coverages Coverage A - Bodily Injury And Property Damage Liability**

But exclusion **j.(5).** and **j.(6).** do not apply to that particular part of any property, not on premises owned by or rented to the insured:

(a) Upon which the insured or any contractors or subcontractors working directly or indirectly on your behalf are performing janitorial services, if the "property damage" arises out of those operations; or

(b) That must be restored, repaired or replaced because "your work" in performing janitorial services was incorrectly performed.

**D.** The limit of liability for this endorsement is shown in the SCHEDULE of this endorsement. The aggregate limit is the most that we will pay because of "property damage" coverage.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **JANITORIAL SERVICES – THEFT LEGAL LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **Schedule**

Theft Legal Liability Aggregate Limit:	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A.** With respect to your legal liability for theft, the definition of "property damage" in **Section V - Definitions** is replaced by the following:

"Property damage" means robbery, burglary, theft or mysterious disappearance of tangible property, including the resulting loss of use of that property.

For the purposes of this definition:

1. "Property damage" that is theft shall be deemed to be caused by an "occurrence"; and,
2. Loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

- B.** This insurance does not include "property damage" arising out of:

1. Misappropriation, conversion, or employee dishonesty committed by, or aided or abetted by, any insured;
2. Personal property in your care, custody or control of, or over which physical control is being exercised for any purpose by you;
3. Money and securities; or
4. Your customer's keys.

- C.** The theft legal liability aggregate limit shown in the Schedule above is the most that we will pay for "property damage" under this endorsement.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **JANITORIAL SERVICES – LIMITED POLLUTION AMENDMENT**

This endorsement modifies insurance provided under the following:

### **LIMITED POLLUTION COVERAGE PART**

**D. Limited Pollution Coverage 2. Exclusion e.** “Environmental Damages” is amended as follows:

This insurance does not apply to:

**e. “Environmental damages” to:**

- (1)** A “waste facility”;
- (2)** Property or premises, other than a “worksite”, you own, rent, or occupy, or have owned, rented or occupied at any time;
- (3)** Property or premises you sell, give away or abandon, if the “property damage” arises out of any part of those premises;

**(4)** Property loaned to you; or

**(5)** Personal property in the care, custody or control of an insured.

Paragraph **(5)** of this exclusion applies only to that particular part of personal property being worked on or loaned to the insured if the work is being performed by the Named Insured or a sub-contractor of the Named Insured.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **MENTAL INJURY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Definition **3.** "Bodily injury" of **Section V – DEFINITIONS** is amended as follows:

- 3.** "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

<i>SERFF Tracking Number:</i>	<i>STLR-125357125</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Manufacturers Alliance Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>07-0708-AR124</i>		
<i>TOI:</i>	<i>17.2 Other Liability - Occurrence Only</i>	<i>Sub-TOI:</i>	<i>17.2001 Commercial General Liability</i>
<i>Product Name:</i>	<i>07-0708-AR124</i>		
<i>Project Name/Number:</i>	<i>Independent Forms/07-0708-AR124</i>		

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: STLR-125357125 State: Arkansas  
First Filing Company: Manufacturers Alliance Insurance Company, ... State Tracking Number: EFT \$50  
Company Tracking Number: 07-0708-AR124  
TOI: 17.2 Other Liability - Occurrence Only Sub-TOI: 17.2001 Commercial General Liability  
Product Name: 07-0708-AR124  
Project Name/Number: Independent Forms/07-0708-AR124

## Supporting Document Schedules

<b>Satisfied -Name:</b>	Uniform Transmittal Document-Property & Casualty	<b>Review Status:</b>	Approved	11/26/2007
<b>Comments:</b>				
<b>Attachment:</b>	pc trans 3-1-07.pdf			
<b>Satisfied -Name:</b>	Cover Letter & Filing Memo	<b>Review Status:</b>	Approved	11/26/2007
<b>Comments:</b>				
<b>Attachments:</b>	07-0708-AR124.pdf GL Filing Memo.pdf			
<b>Satisfied -Name:</b>	Compliance Certificate	<b>Review Status:</b>	Approved	11/26/2007
<b>Comments:</b>				
<b>Attachment:</b>	AR Compliance Cert.pdf			

## Property & Casualty Transmittal Document

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b> a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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<b>3. Group Name</b>	<b>Group NAIC #</b>
The PMA Insurance Group	767

4. Company Name(s)	Domicile	NAIC #	FEIN #
Pennsylvania Manufacturers' Association Insurance Company	PA	12262	23-1642962
Pennsylvania Manufacturers Indemnity Company	PA	41424	23-2217934
Manufacturers Alliance Insurance Company	PA	36897	23-2086596

<b>5. Company Tracking Number</b>	<b>07-0708-AR124</b>
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**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Katherine A. Watts 380 Sentry Parkway P.O. Box 3031 Blue Bell, PA 19422	Regulatory Analyst	800-222-2749 x 5328	(610) 397-5100	katherine_watts@pmagroup.com

<b>7.</b>	Signature of authorized filer	
<b>8.</b>	Please print name of authorized filer	Katherine A. Watts

**Filing information** (see General Instructions for descriptions of these fields)

<b>9.</b>	Type of Insurance (TOI)	Commercial General Liability		
<b>10.</b>	Sub-Type of Insurance (Sub-TOI)			
<b>11.</b>	State Specific Product code(s)(if applicable)[See State Specific Requirements]			
<b>12.</b>	Company Program Title (Marketing title)			
<b>13.</b>	Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)		
<b>14.</b>	Effective Date(s) Requested	New:	01/01/2008	Renewal: 01/01/2008

## Property & Casualty Transmittal Document---

<b>15.</b>	<b>Reference Filing?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
<b>16.</b>	<b>Reference Organization</b> (if applicable)			
<b>17.</b>	<b>Reference Organization # &amp; Title</b>			
<b>18.</b>	<b>Company's Date of Filing</b>	November 14, 2007		
<b>19.</b>	<b>Status of filing in domicile</b>	<input type="checkbox"/> Not Filed	<input checked="" type="checkbox"/> Pending	<input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

<b>20.</b>	<b>This filing transmittal is part of Company Tracking #</b>	07-0708-AR124
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<b>21.</b>	<b>Filing Description</b> [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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The PMA Insurance Group is filing additional forms and companion rules revisions. These associated forms and rules continue to be used in conjunction with the standard Insurance Services Organizations (ISO) Commercial General Liability Program. The following points summarize our proposed filing:

### **REVISED FORM:**

The following endorsement is included for your review. The latest edition for the following form is 08 07.

#### **Printers Errors and Omissions Liability Coverage Form – PGL 20 10**

Correction of work coverage option is now included within this coverage form as well as some minor formatting and editorial revisions.

### **NEW FORMS:**

#### **Janitorial Services – Property Damage Amendment – PGL 40 81**

This endorsement increases the Property Damage Liability aggregate limit to \$1,000,000 for janitorial services risks only.

#### **Janitorial Services – Theft Legal Liability – PGL 40 82**

This endorsement broadens the legal liability coverage for theft to include robbery, burglary, theft or mysterious disappearance of tangible property for janitorial services risks only.

#### **Janitorial Services – Limited Pollution Amendment, PGL 40 84**

This endorsement broadens the pollution coverage provided for janitorial services risks only.

#### **Mental Injury – PGL 40 86**

This endorsement broadens the bodily injury definition to include mental injury.

### **REVISED RULES:**

Enclosed for your review are revised company exception pages, CG-CW-E-1 to CG-CW-E-7 (Edition 11.07).

This filing is applicable to all policies effective on or after **January 1, 2008.**

<b>22.</b>	<b>Filing Fees</b> (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<b>Check #: EFT</b> <b>Amount: \$50.00</b>	

**Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.**

**\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

## FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)  
**(Do not refer to the body of the filing for the forms listing, unless allowed by state.)**

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>	07-0708-AR124			
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> <small>(Company tracking number of rate/rule filing, if applicable)</small>	07-0709-AR124			
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement Or withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Printers Errors And Omissions Liability Coverage Form	PGL 20 10 08 07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Janitorial Services-Property Damage Amendment	PGL 40 81 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Janitorial Services-Theft Legal Liability	PGL 40 82 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Janitorial Services-Limited Pollution Amendment	PGL 40 84 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Mental Injury	PGL 40 86 08 07	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1



November 14, 2007

RE: Pennsylvania Manufacturers' Association Insurance Company (NAIC# 767-12262)  
Manufacturers Alliance Insurance Company (NAIC# 767-36897)  
Pennsylvania Manufacturers Indemnity Company (NAIC# 767-41424)  
Division Six - Commercial General Liability  
Independent Forms  
Company Filing #: 07-0708-AR124

**VIA SERFF**

Dear Commissioner:

We are submitting the attached independent form for your review and approval. For additional details please see the attached filing memorandum. Our corresponding rule filing has been submitted under company filing number 07-0709-AR124. We intend to be bound by the governing approval procedures of your state and we will await your written response.

This filing is applicable to all policies effective on or after January 1, 2008.

Printing is subject to changes in ink, paper stock, page numbers, margins, positioning and format. However, printing standards will never be less than required under your law. If you have any questions or need additional information, please feel free to contact me by e-mail at [katherine\\_watts@pmagroup.com](mailto:katherine_watts@pmagroup.com) or by phone at (800) 222-2749, extension 5328.

Thank you for your consideration.

Sincerely,  
*Katherine A. Watts*  
Regulatory Analyst  
Product Management Department

**THE PMA INSURANCE GROUP**  
**DIVISION SIX – COMMERCIAL GENERAL LIABILITY**  
**RULES AND FORMS FILING MEMORANDUM**

The PMA Insurance Group is filing additional forms and companion rules revisions. These associated forms and rules continue to be used in conjunction with the standard Insurance Services Organizations (ISO) Commercial General Liability Program. The following points summarize our proposed filing:

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# ARKANSAS CERTIFICATE OF COMPLIANCE

(You may print or type the information required by this form)

FORM SELF CERT



I, William G. Carney, Vice President of  
(Name) (Title of Authorized Officer)

The PMA Insurance Group  
(Name of Insurer)

declare that I am authorized to execute and file this certificate of compliance and do hereby certify that I am knowledgeable of the legal requirements under Arkansas law applicable to the insurance forms that are the subject of this filing and further aver:

1. Upon information and belief, I certify that the insurance forms filed herewith are complete and comply with all Arkansas laws, including the:

- Arkansas Code Annotated;
- Arkansas Rules and Regulations;
- Arkansas Insurance Bulletins, Directives and Orders;
- Applicable filing requirements including the applicable product standards set forth in the product checklists; and
- Rulings and decisions of any court of this state.

2. I understand and acknowledge that the Commissioner will rely upon this certificate and if it is subsequently determined that any form filed herewith is false or misleading, appropriate corrective action shall be taken by the commissioner against

the company.

3. Pursuant to Ark. Code Ann. §23-79-109(a)(1)(C), I understand that by certifying that a form complies with paragraph 1 hereof, it is not to be taken by the undersigned or by my company as meaning that any insurance effected by use of such form may in any fashion be inconsistent with the statutory and common law of Arkansas.

4. Pursuant to Ark. Code Ann. §23-79-118, I understand and acknowledge that any insurance policy, rider, endorsement or other insurance form filed under this certificate, that is subsequently issued to an insured, and contains any condition or provision not in compliance with the requirements of the laws of the State of Arkansas, as set forth in paragraph 1 hereof, shall be construed and applied in accordance with such condition or provision as would have applied if the policy, rider, endorsement or form had been in full compliance with the law.

Does this Certification apply to all the companies in this filing? (Yes or No) ► Yes

If "NO", to which companies does this Certification apply?

Company Name(s)	NAIC #

Company Tracking Number 07-0708-AR124

Signature of Authorized Officer ►

Name of Authorized Officer ► William G. Carney

Title of Authorized Officer ► Vice President

Email address of Authorized Officer ► william\_carney@pmagroup.com

Telephone # of Authorized Officer ► 610 397-5022

Date ► November 14, 2007

This form may be computer generated by the company. So long as the wording and general layout is the same, the format may vary. For more information, contact the Property & Casualty Division of the Arkansas Insurance Department at 1200 W 3<sup>rd</sup> St., Little Rock, AR 72201, telephone: 501-371-2800, or email: [information.pnc@state.ar.us](mailto:information.pnc@state.ar.us) AID PC SelfCert (4/30/03)